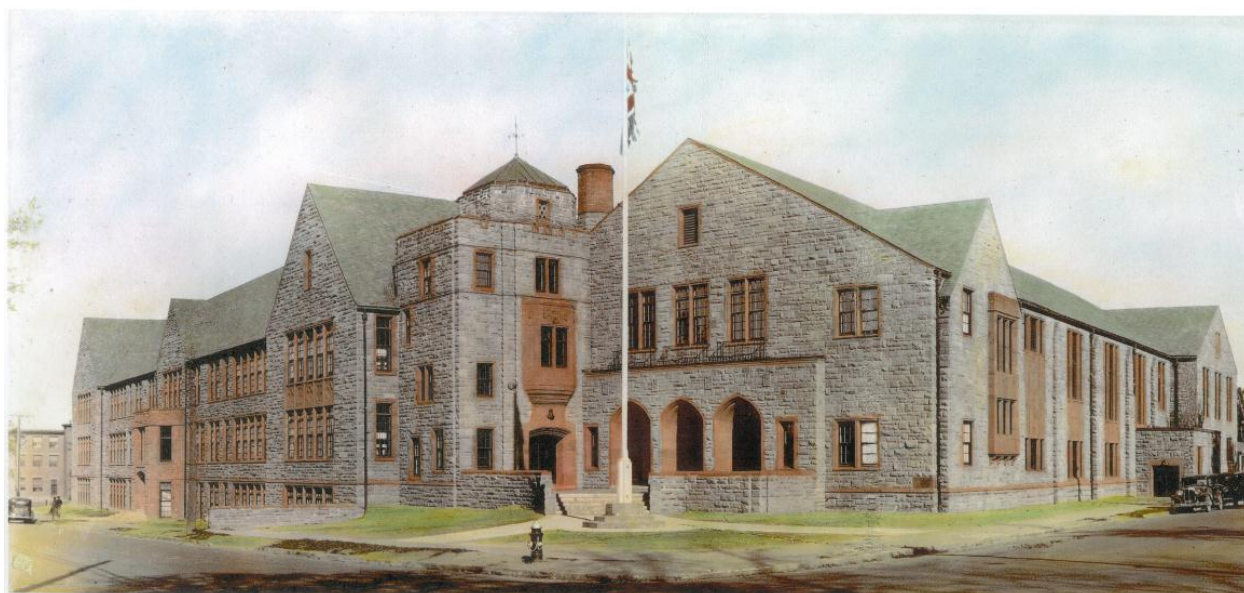


The Province of New Brunswick -  
Department of Transportation and Infrastructure

## **Request for Proposals Repurposing of the Moncton High School Property**

**Request for Proposals # 0674009-14**

**CLOSING: 7 November 2013 @ 1:30 P.M. – Atlantic Time**



## **TABLE OF CONTENTS**

### **GLOSSARY**

### **SECTIONS**

<b>1.0 BACKGROUND</b>	<b>6</b>
<b>2.0 THE PROJECT</b>	<b>7</b>
<b>3.0 PROPONENTS' RESPONSE</b>	<b>10</b>
<b>4.0 PROPOSAL REQUIREMENTS</b>	<b>12</b>
<b>5.0 CONTENTS OF THE PROPOSAL</b>	<b>15</b>
<b>6.0 PROPOSAL EVALUATION</b>	<b>24</b>
<b>7.0 GENERAL TERMS AND CONDITIONS</b>	<b>26</b>

### **APPENDICES**

<b>APPENDIX A ADDITIONAL INFORMATION</b>	<b>30</b>
<b>APPENDIX B DECLARATION FORM</b>	<b>33</b>
<b>APPENDIX C PRICE FORM</b>	<b>35</b>
<b>APPENDIX D PROPOSAL SUBMISSION CHECKLIST</b>	<b>36</b>
<b>APPENDIX E REFERENCE FORM</b>	<b>37</b>

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## GLOSSARY

In this Request for Proposals, the following definitions apply:

**Addenda/Addendum** – means additional documents and revisions relating to the RFP provided by DTI to Proponents prior to Closing.

**Additional Information** – Additional information attached in Appendix A to aid the Proponents in determining what information needs to be obtained, confirmed or further explored to enable the development of a Proposal. The Province does not warrant any information provided as Additional Information and strongly encourages Proponents to confirm and validate any information critical to Proponent's Proposal. The Province will not be held responsible for the use of Additional Information.

**Affiliate** – means a legal entity that: (a) owns and controls a party, directly or indirectly, or (b) is owned and controlled, directly or indirectly, by a party, or (c) is directly or indirectly under common ownership and control with a party.

**Agreement of Purchase and Sale** – means an agreement entered into by GNB and Successful Proponent which shall be based on the requirements of the RFP and includes all documents incorporated by reference therein and the Successful Proponent's Proposal.

**Business Day/Days** – means a day or days on which the offices of the Government of New Brunswick are open to conduct public business.

**Strategic Procurement Branch** – means a branch within The Department of Government Services responsible for tendering and procurement for the Province of New Brunswick.

**Character-defining Elements** – The materials, forms, location, spatial configurations, uses and cultural associations or meanings that contribute to the heritage value of an historic place, which must be retained in order to preserve its heritage value.

**Closing** – means the closing date and time stated as such in Section 3.1, and if applicable, as modified in accordance with Section 3.4.

**Confidential Information** – means any and all information and materials, which: (i) are designated in writing, as confidential at the time of disclosure, or (ii) if disclosed orally or visually, is designated as confidential at the time of disclosure, or (iii) a reasonable person, having regard to the circumstances, would regard as confidential. Without limiting the foregoing, for purposes of the RFP, Confidential Information of DTI includes any information described in clauses (i), (ii) or (iii) herein, including personal information, belonging to, in the possession of or relating to any suppliers, service Successful Proponents or Clients of DTI.

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**Conflict of Interest – means:**

- (a) an unfair advantage over other Proponents during the procurement process, thereby rendering the process non-competitive and unfair (e.g. Proponent has Confidential Information not available to other Proponents);
- (b) activities, relationships or contracts which render the Proponent unable or potentially unable to perform the duties and obligations required of the Proponent if entering Agreement with GNB; or
- (c) activities, relationships or contracts which impair or potentially impair the Proponent's judgment in performing the Proponent's duties and obligations under the Agreement.

**Conflict of Interest Confidential Information –** means the Confidential Information of DTI or any other agency, or department of the Government of New Brunswick which is relevant to the RFP, the pricing, the RFP evaluation process, or the RFP selection process; and the disclosure of which could result in prejudice to DTI or the Crown or an unfair advantage to the Proponent, but Conflict of Interest Confidential Information does not include Confidential Information disclosed to the Proponent in the normal course of the RFP.

**Conservation –** All actions or processes that are aimed at safeguarding the character defining elements of a cultural resource so as to retain its heritage value and extend its physical life. This may involve "Preservation," "Rehabilitation," "Restoration," or a combination of these actions or processes.

**Declaration Form –** as described in Appendix B.

**DGS –** means The Department of Government Services, Government of New Brunswick.

**DGS Contact Person –** means the individual identified in Section 3.6.

**DTI –** means The Department of Transportation and Infrastructure, Government of New Brunswick.

**DTI Contact Person –** means the individual identified in Section 3.7.

**Government or GNB –** means the government of the Province of New Brunswick.

**Member –** An entity that is part of a Proponent's team on an exclusive basis and that will invest equity in the Project.

**Participant -** An entity that is part of a Proponent's team on an exclusive basis and that will not invest equity in the Project.

**Person –** means, if the context allows, any individual, person, estate, trust, firm, partnership or corporation, government or any agency or ministry of any government, and includes any successor to any of the foregoing.

**Preservation –** The action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of a historic place or of an individual component, while protecting its heritage value.

**Project** – as defined in Section 2.

**Project Manager** – means the designated project lead representing the Successful Proponent or DTI, as applicable.

**Project Scope** – as defined in Section 2.8.

**Property Services Branch** – means the group within DTI that is responsible for acquisition and sale of real property for the Government of New Brunswick.

**Proponent** – means any entity that submits a Proposal in response to the RFP.

**Proposal/RFP Proposal** – means the submission of any Proponent in response to the RFP.

**Protection of Privacy and Information Act or POPIA** – means the *Protection of Privacy and Information Act*, as amended from time to time.

**Province or PNB** – means the Province of New Brunswick.

**Successful Proponent** – means the Proponent who has entered into an Agreement of Purchase and Sale with GNB to deliver the Project Scope described in the RFP.

**Rehabilitation** – The action or process of making possible a continuing or compatible contemporary use of a historic place or an individual component, while protecting its heritage value.

**Representative** – means, in the case of either DTI or Successful Proponent, any directors, officers, appointees, employees, agents, consultants or subcontractors, as well as the subcontractor's directors, officers, employees, agents, consultants or subcontractors.

**Restoration** – The action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

**RFP** – means DTI's Request for Proposals document number 0674009-14 for Repurposing the Moncton High School including any amendments or supplements issued by DTI.

**Total Score** – defined in Section 6.2.

### **INTERPRETATION OF THE RFP**

**Include/Including** – where used as an introductory comment to a list of sub-topics means: "including but not limited to".

## **1.0 BACKGROUND**

### **1.1 INVITATION**

The Department of Government Services (DGS) invites qualified firms to submit a Proposal to purchase and repurpose the Moncton High School and surrounding property hereinto referred to as the "Project Scope".

### **1.2 ORGANIZATIONAL OVERVIEW**

The Strategic Procurement Division of DGS is responsible for the legislated procurement process of goods and services for the Province of New Brunswick. For further information please refer to the DGS web site at:

[http://www2.gnb.ca/content/gnb/en/departments/government\\_services/contacts/dept\\_rendere/201472.1661.html#mandates](http://www2.gnb.ca/content/gnb/en/departments/government_services/contacts/dept_rendere/201472.1661.html#mandates)

The Buildings Group of the DTI is responsible for the construction and maintenance of provincial government buildings throughout the province, as well as the acquisition and sale of government property through its Property Services Branch. The DTI Buildings Group provides advisory and management services to ministries and agencies in the areas of facilities management, project planning and development, design, construction, and project management.

For more information about DTI, including a department organizational chart, please refer to the DTI internet site at:

<http://www2.gnb.ca/content/gnb/en/departments/dti.html>

### **1.3 PROJECT OVERVIEW**

The Moncton High School, located at 207 Church Street, in Moncton, New Brunswick is currently being used as a school. However, in July 2011, it was announced that a new state-of-the-art high school – offering students a safe, modern and dynamic learning environment– would be built to replace the 78 year old Moncton High School. In the near future, the Moncton High School will no longer exist as a school, and will be available for sale.

The intention is that the Moncton High School and surrounding property be repurposed, to reflect the historical significance of the existing school, while being a viable business development initiative that is reflective of the overall strategic plan that Moncton has for the city as an arts and cultural center. It is GNB's intention to dispose of all the property in one (1) transaction, conditional upon the purchaser's commitment to develop a higher valued mixed-use project that would reflect the building's historical features.

Important factors in the awarding of this RFP include the nature and extent of the proposed development for the property, preservations of the historic features, timeframe for completion, financial viability of the proponent, as well as the economic benefits to the Province of New Brunswick and the City of Moncton.



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## 1.4 TENDERING SITES

The RFP, including any Addenda, will be issued on the New Brunswick Opportunities Network (NBON) ([www.gnb.ca/3000](http://www.gnb.ca/3000)).

DTI accepts no responsibility or liability for any errors or omissions caused by the use of information or documents obtained from sources other than NBON when responding to this RFP.

In accordance with Section 3.6 of the RFP, DGS will post questions received from Proponents and replies to those questions on the NBON.

**Proponents should note the deadline for questions is October 24th at noon.**

Any amendments or supplements to this RFP made in any other manner will not be binding. Proponents are solely responsible for obtaining through the NBON site any amendments or supplements to the RFP issued by DGS. To ensure automatic receipt of such amendments or supplements, Proponents are therefore advised to select the auto update feature on the NBON site.

## 2.0 THE PROJECT

### 2.1 THE PROPERTY

The property is located at 207 Church Street, in Moncton, NB, with frontage on both Mountain Road and Church Street. The property contains a school, parking lot, and green space and is identified as PID 70556329, consisting of 7 acres +/- (2.83 hectares +/-). It is currently zoned P-1 (Community Use).

Moncton High School is a 2 ½-storey Collegiate Gothic Revival style stone building built in 1935 (phase 1), 1949 (phase 2) and 1987 (phase 3), situated on a parcel of land located at the corner of Church Street and Mountain Road in the City of Moncton.

Designed by Halifax architect Charles Fowler (of C. A. Fowler and Co.), the Moncton High School was completed in 1934-1935 in a little over a year. The steel-framed building clad in olive and red sandstone had its cornerstone laid on November 7, 1934, with the structure open for students the first week of September the following year. A substantial classroom wing was added to the original structure in 1949, and a new gymnasium in 1987.

The property is being sold on an “as is – where is” basis. The Government of New Brunswick accepts no liability with respect to existing conditions whether with respect to environmental and geotechnical condition of the property, or with conditions of the buildings on the property. Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the site, the Project or the Agreement of Purchase and Sale. The cost of any and all required investigations, remediation and improvements to facilitate Successful Proponent activities, will need to be borne by the Successful Proponent. The Successful Proponent is responsible to obtain all

permits, licenses, rezoning and other approvals from the appropriate regulatory authority.

A “Legal Survey Plan” for the proposed project and related structures is attached in Appendix A as part of this RFP document. This plan is provided as the latest edition to illustrate general information on the project being tendered. For other related “site” information, refer to Appendix A.

## 2.2 HERITAGE VALUE

Moncton High School is a historically and architecturally significant site within the City of Moncton. A Statement of Significance for the property is attached to this RFP in Appendix A. This document outlines the heritage value and Character-defining Elements of the building, and is to be considered by proponents when developing their RFP submissions.

Moncton High School is located within the City of Moncton’s designated Heritage Preservation Area and falls under the protection of By-law Z-1102. Requirements under the City’s Preservation By-law will be a consideration in the assessment of submissions. Information regarding the City of Moncton Heritage By-law can be found at [www.moncton.ca/Assets/Residents+English/By-Laws/Z-1102+--Heritage+By-law.pdf](http://www.moncton.ca/Assets/Residents+English/By-Laws/Z-1102+--Heritage+By-law.pdf). Other By-law information can be found at [www.moncton.ca/Residents/By-Laws.htm](http://www.moncton.ca/Residents/By-Laws.htm).

Note: The Proponent should understand that the awarding or acceptance of any proposal does not imply that the proposed development concept is compliant with the Heritage Preservation By-law, and therefore would be accepted by the Heritage Board. A Certificate of Appropriateness must be obtained from the City prior to modifying the property. An application for a Certificate of Appropriateness must be obtained before a building permit is issued.

It is recommended that the relevant sections of the Standards and Guidelines for the Conservation of Historic Places in Canada, 2010 edition, be consulted. It is available at the following link, [www.historicplaces.ca/en/pages/standards-normes.aspx](http://www.historicplaces.ca/en/pages/standards-normes.aspx).

## 2.3 ZONING

The subject property is currently zoned P-1 (Community Use Zone). A copy of the current Zoning By-law can be obtained from the City of Moncton’s Urban Planning Department’s website: [http://www.moncton.ca/Government/Departments/Urban\\_Planning.htm](http://www.moncton.ca/Government/Departments/Urban_Planning.htm).

The City of Moncton is updating its municipal plan and zoning by-law through a project called Plan Moncton. Further information is available on the project website: [www.planmoncton.ca](http://www.planmoncton.ca).

*Note regarding rezoning and Certificate of Appropriateness: The City of Moncton, having participated in the evaluation of proposals, will look favourably upon, and endeavor to expedite, an application from the Successful proponent for rezoning and for a Certificate of Appropriateness.*



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## **2.4 MUNICIPAL SERVICES**

The subject property is currently serviced by a public water system and a combined sewer system. Proponents may contact the City of Moncton's Department of Engineering and Environmental Services to discuss capacity of existing systems.

## **2.5 GEOGRAPHICAL LOCATION**

City of Moncton is located in southeastern New Brunswick, Canada and has a population of 69,074, according to the 2011 Census. With its central location, Greater Moncton has a population of 138,644 residents. Local industry includes information technologies, gaming and animation, health, tele-services, transportation and warehousing, administration, government, education, distribution, manufacturing and retail.

## **2.6 OCCUPANCY COMMITMENTS**

**2.6.1** The GNB has committed to leasing 17,000 square feet (1,580 m<sup>2</sup>) of office-type space in a repurposed facility. Gross rent rate (i.e. including all operating and property tax costs) to be negotiated, but not to exceed market rates in the area at time of commencement of the term. Length of term to be fifteen (15) years with option to renew to be negotiated. A GNB sample lease agreement, which will form the basis of an agreement with the Successful Proponent, is included in Appendix A.

**2.6.2** The City of Moncton will endeavour to financially support and expedite approval, through its Operational Grants Program, of up to three eligible not-for-profit organizations that wish to become tenants within the project to a maximum of \$5,000 annually per tenant for a period of five years, subject to Council's approval. The Grant is to be used to offset lease costs.

## **2.7 FURTHER INFORMATION**

The property may be eligible for the purposes of the Province of New Brunswick's Property Tax Abatement Program for Heritage Properties. Details of the program are available at the following website: [www2.gnb.ca/content/gnb/en/services/services\\_renderer.17276.html](http://www2.gnb.ca/content/gnb/en/services/services_renderer.17276.html).

Note that only fixtures will remain after the building is vacated by the school district. All furnishings, lockers, etc. will be removed.






## **2.8 PROJECT SCOPE**

To purchase the property identified as PID 70556329 in Section 2.1, and complete the design/build/operation of a mixed use project that would maintain historic features of the building. Under the scope of the resulting sale between DTI and the Successful Proponent, the Successful Proponent will be required to supply and finance all design, labour, materials, plant and equipment to construct the proposed project.

Little criteria has been given as to the requirements around the proposed use of the development site. This has been done to allow for the submission of creative, innovative

and financially viable proposals, which explain “how” the Proponent plans to preserve the historical significance of the building. The development must have a clear identity that distinguishes it as a memorable presence that would promote community inclusion.

*This could include, but is not limited to:*

-  retail and commercial space
-  residential space
-  cultural space
-  green space
-  community space

## 3.0 PROPONENTS’ RESPONSE

### 3.1 RFP SCHEDULE

<b>ACTIVITY</b>	<b>DATE</b>
Issue date of the RFP	12 September 2013
Mandatory Site Visit	10 October 2013 (10am)
Final date for submission of Proponent's questions	24 October 2013
Deadline for issuing Addenda to the RFP	31 October 2013
Closing	7 November 2013
Evaluation Period	7 November – 28 November 2013
Selection and Approval	28 November – 12 December 2013
Award	13 December 2013

DTI reserves the right, in its sole and absolute discretion, to make changes as described in Section 3.4 below or to revise this schedule. Any change will be issued in writing and will be posted in accordance with Section 1.4.

### 3.2 DELAYS

In response to any exceptional circumstances which are beyond the reasonable control of the potential Proponents and are likely to delay the potential Proponents’ submission of their Proposals (which delays could not have been avoided by the exercise of reasonable foresight), DTI reserves the right, in its sole and absolute discretion, to extend the Closing. DTI will not accept any Proposals provided after Closing regardless of the reasons for which they were delayed.

### 3.3 COSTS

DTI will not in any way be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from DTI exercising any of its express rights under this RFP or exercising any rights that may be implied in the circumstances.

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### 3.4 CHANGES TO THIS RFP

Without any penalty or liability, DTI may modify, amend or revise any provision of this RFP at any time up to five (5) days prior to Closing. Any modification, amendment, revision or addendum will be issued in writing and will be posted on in accordance with Section 1.4.

### 3.5 CLARIFICATION OF PROPONENT'S PROPOSALS

DTI reserves the right to seek clarification of the contents of a Proponents' Proposal, or to require a Proponent to submit further documentation, and to seek the Proponent's acknowledgement of that interpretation.

DTI may choose to meet with any Proponent to discuss aspects of their Proposal; however DTI is not obliged to seek clarification of any aspect of a Proponent's Proposal. The supplementary documentation accepted by DTI, and any written interpretation, which the affected Proponent has acknowledged, shall form an integral part of the Proponent's Proposal.

### 3.6 PROPONENTS' QUESTIONS

It is the Proponent's responsibility to ensure that it has all the necessary information concerning the requirements of this RFP.

DTI and its advisors do not make any representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda to this RFP. It is the Proponent's responsibility to avail itself of all of the necessary information to prepare a Proposal in response to this RFP.

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's Proposal.

Any potential Proponent who has questions as to the meaning of any part of this RFP or the Services or who believes the RFP contains any error, inconsistency or omission should submit its concern in writing via regular mail or email at the addresses listed below:

Kim Gibson, Strategic Procurement  
Department of Government Services  
20 McGloin Street  
Room 205, 2nd Floor  
Marysville Place  
Fredericton, NB E3A 5T8

Email\*: [bidquestionssoumissions@gnb.ca](mailto:bidquestionssoumissions@gnb.ca)

**Proponents should note the deadline for questions is October 24th at noon.**

\*NOTE: This email account is strictly for the receipt of questions on open opportunities. This email is not for the submission of bids. All other information obtained from alternate sources cannot be considered official and/or accurate.

At its discretion, DGS may circulate all such questions, along with DTI's answers, to all potential Proponents. For clarity, DGS reserves the right, in its sole and absolute discretion, to edit, consolidate and clarify any questions submitted by Proponents before providing answers.

Vendors should not initiate any communication or contact with elected or appointed officials of the Government or their staff, staff of the Province of New Brunswick, or any other persons connected in any way with this RFP who have not been named as designated contacts, with the intent of influencing the RFP process. The Province reserves the right, in its absolute discretion, to disqualify any vendor that fails to comply with this procedure.

### 3.7 SITE VISIT

To ensure a fair public process, be advised that a site visit is mandatory for each Proponent. A scheduled site visit will be held on Thursday, October 10, 2013 at 10:00 a.m. at the 207 Church Street property, in Moncton, New Brunswick. Please use the Church Street entrance when you enter the property. Representatives from DTI will be available to answer questions arising from the review of the site. Please contact Wayne LaRochelle, Project Manager, DTI at (506) 444-4042, or via email at [wayne.larochelle@gnb.ca](mailto:wayne.larochelle@gnb.ca) to confirm your attendance. DTI reserves the right to schedule additional site visits if deemed necessary. If additional site visits are scheduled an amendment will be posted to notify interested proponents.

It is the sole responsibility of the Proponent to become familiar with and understand the nature and extent of the work to be executed, the location of adjacent buildings, street locations, and generally of all matters which can in any way influence their RFP submission.

## 4.0 PROPOSAL REQUIREMENTS

All requirements described in this Section 4.0 with the words **must** and/or **shall** are mandatory requirements with which each Proponent must be compliant. Non-compliance with any such mandatory requirement **shall** result in the disqualification of a Proponent's Proposal.

Proponents must follow the directions provided below in responding to the RFP.

### 4.1 COMPLETION OF THE PROPOSAL AND GENERAL INFORMATION

Read carefully the information in this RFP and attachments;

**4.1.1** Proposals (including any amendments to them) must be submitted in hard copy form. No fax transmission or electronic submission will be accepted.

The entire content of the Proponent's Proposal shall be submitted in fixed form and the content of web sites or other external documents referred to in the Proponent's Proposal *shall not* be considered to form part of its Proposal.

Proposals not submitted in accordance with the instructions included in this RFP may be disqualified in the sole and absolute discretion of DGS.

- 4.1.2** It is the Proponent's responsibility to ensure that its RFP Proposal is in the possession of DGS by Closing. Late Proposals will not be considered and will be returned unopened courier collect to the Proponent.

Unsigned RFP Proposals will be rejected by DGS, in its sole and absolute discretion.

- 4.1.3** Proponents must submit the original and seven (7) copies, one of which is to be unbound, and one (1) digital copy in Adobe Acrobat PDF or Microsoft Word format on a DVD-R disc, of the Proposal before Closing in a sealed envelope clearly marked and addressed as follows:

<b>Delivery:</b>	Dept. of Gov't Services Central Tendering 20 McGloin Street, Rm 205 Fredericton, New Brunswick E3A 5T8	<b>Mail:</b>	Dept. of Gov't Services Central Tendering PO Box 6000 Fredericton, New Brunswick E3B 5H1
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For questions regarding the proposal submission requirements please contact: Kim Gibson, **Strategic Procurement, DGS; Ph: 506-443-6387.**

**Please Note Closing Date is November 7<sup>th</sup> 2013 at 1:30 P.M. – Atlantic Time.**

- 4.1.4** GNB accepts no responsibility or liability for any errors or omissions caused by the use of information or documents obtained from sources other than the NBON when responding to this RFP.

## **4.2 FORMAT**

Responses to questions or requests for information posed in this RFP should be supplied in the format requested without reference to technical manuals or other documentation not included with Proponent's Proposal.

Proponents are asked to format their Proposals as set out in Section 5.0 of this RFP.

## **4.5 AMENDING PROPOSALS**

The last Proposal received by DGS from a Proponent before Closing will supersede and invalidate any Proposal previously submitted by Proponent. The date/time confirmation stamp placed on Proposals by Strategic Procurement Branch will be used to determine order of receipt.

DTI will return to the applicable Proponent a Proposal that has been superseded and invalidated.

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#### **4.6 IRREVOCABLE RESPONSE**

Each Proponents' RFP Proposal shall be irrevocable for a period of one hundred and eighty (180) days from Closing.

#### **4.7 NO IMPLIED COMMITMENT/UNDERTAKING**

The issuance of this RFP to any prospective Proponent shall not cause any expressed or implied commitment or undertaking on the part of DTI.

#### **4.8 SELECTION OF PROPONENT**

DTI anticipates that a Proponent will be selected within seventy five (75) days of Closing. Notice of selection by DTI to the selected Proponent will be in writing.

DTI reserves the right in its sole and absolute discretion to discuss with Proponent selected by DTI terms and conditions that are in addition to or different from those set out in the RFP.

Subject to any additional or different terms and conditions agreed to by DTI and the selected Proponent as a result of any such discussion, DTI will prepare a copy of the Agreement of Purchase and Sale that DTI is prepared to execute. DTI will then give notice to Proponent that the Agreement of Purchase and Sale is ready for signing.

Upon execution of the Agreement of Purchase and Sale by Proponent, Proponent will deliver the Agreement of Purchase and Sale to DTI for execution by DTI. DTI will not sign the Agreement of Purchase and Sale if it has been altered by Proponent in any way, which has not been approved in writing and in advance by DTI.

#### **4.9 FAILURE TO ENTER AGREEMENT**

If the selected Proponent fails to enter into the Agreement of Purchase and Sale or Proponent wishes to make amendments to the Agreement of Purchase and Sale, DTI without liability, cost or penalty, may, in its sole and absolute discretion, and without limiting any other rights or remedies hereunder:

- a. extend the period for signing;
- b. eliminate the selected Proponent's Proposal from further consideration and select the Proponent with the next highest Total Score; or
- c. not enter into the Agreement with any Proponent.

#### **4.10 NOTIFICATION TO OTHER PROPONENTS OF AWARD**

Once the selected Proponent and DTI execute an Agreement, the other Proponents will be notified in writing that an agreement has been executed with the selected Proponent. GNB will, upon written request, provide an individual debrief of a Proponent's own submission.



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## 5.0 CONTENTS OF THE PROPOSAL

All requirements described in this Section with the words **must** and/or **shall** are mandatory requirements with which each Proponent must be compliant. Non-compliance with any such mandatory requirement shall result in the disqualification of a Proponent's Proposal.

Proponents are advised to provide the following information in the order shown below. Proponents are advised to maintain the stated page limits by limiting responses to the number of single-sided, letter size pages shown, minimum Arial 10 point font. A double sided page counts as two (2) pages.

Proponents must provide sufficient information to demonstrate their clear understanding of the project as it relates to:

- their knowledge of the subject of residential and commercial construction and,
- the technical requirements, significant issues/challenges/constraints and project deliverables of such a project

### 5.1 GENERAL REQUIREMENTS

#### 5.1.1 DECLARATION FORM (APPENDIX B)

Each Proposal must include a Declaration Form, completed in accordance with the instructions contained in the Declaration Form and signed by the Proponent.

The Declaration Form must be properly signed as an acknowledgement of the accuracy of the information in full compliance with the requirements indicated therein:

- The signature of person(s) making the declaration must be in their respective handwriting;
- All business names and addresses must be printed legibly or typed;
- The names, positions and addresses must be printed legibly or typed under the signatures.

#### 5.1.2 BID SECURITY DEPOSIT

Each Proponent must submit with its Proposal, a Proposal bid security deposit in the amount of \$25,000 by way of a certified cheque. Certified cheques are to be made payable to the Minister of Finance, Province of New Brunswick.

The Proposal bid security deposit enclosed with the Proposal will be dealt with by the Province as follows:

- If any Proponent breaches any provisions of this RFP, the proposal bid security deposit of such Proponent, at the option of DTI, will be retained by the Province for its own use.
- If the Proposal is not accepted within the one-hundred and eighty (180) calendar day time limit for acceptance, or a mutually agreed to extension of the acceptance period; then the Proposal bid security deposit shall be returned to the Proponent.
- If DTI cancels or terminates the RFP process, then the Proposal bid security deposit shall be returned to the Proponent.
- If the Proponent withdraws the Proposal within the one-hundred and eighty (180)

calendar day time limit for acceptance, the Proposal bid security deposit, at the option of the Province and without prejudice to any other of the Province's rights at law or in equity, shall be forfeited to the Province.

### **5.1.3 SUMMARY OF TEAM COMPOSITION/ORGANIZATIONAL STRUCTURE**

Identify the composition of the Proponent team; identify the Members, Participants, Affiliates and their respective roles within the team, as well as, all key personnel involved in each aspect of the Project and the extent of their involvement, their individual and team experiences, and the team methodology for achieving quality and timely delivery. Proponents should include the following:

- a. The full name, telephone number, fax number, e-mail address, and mailing address of the Members including the name of the president, principal partner or authorized official and the name of the legal entity with whom DTI would offer an invitation to enter into the Agreement of Purchase and Sale.
- b. The full name, telephone numbers and addresses of Participants and key personnel and other interested parties who will participate in the Project as part of the Proponent's team, including their role and function in the team.
- c. For each Member and Participant, a short corporate profile that will not exceed half (½) page for each entity, describing the business activities of the Member or Participant and providing background information and other relevant information.
- d. Details on the organizational structure of the Proponent, Members, and Participants and Affiliates clearly identify ownership and/or economic interest at each level within the Proponent.
- e. For the person in charge of finance, provide a detailed résumé not to exceed two (2) pages, outlining professional qualifications and relevant work experiences. The resume should highlight the qualifications of the proposed candidate in the proposed role.
- f. Detail on the proposed team structure, including an organizational chart, identifying key personnel and other team members identified above. These details should include roles and responsibilities of the senior management and key personnel to be involved in the Project. Describe how the Proponent will direct, control, and monitor the Project through this organizational structure. If the Proponent will be structured as a joint venture (JV) provide information on the liability of the JV partners.

## **5.2 TECHNICAL & FINANCIAL SUBMISSION CRITERIA**

Proponents will be evaluated on the extent to which they integrate the following four components; Heritage, Planning, Technical, and Financial into their proposed development, as outlined in 5.2.1, 5.2.2, 5.2.3, 5.2.4. The Proponents should attempt to match their responses to the corresponding criteria request, referencing the section and/or number.

To support Proponent's written responses, there are drawings and/or diagrams required for each component, which will be listed at the end of each criteria section. Please index and attach drawings and/or diagrams in a common appendix. Where similar drawings are required for two separate components, the proponent should note this in the common appendix.

## **5.2.1 HERITAGE CRITERIA COMPONENT**

### **1. Demonstrated Capabilities & Reference Projects**

Provide an illustrated example and a description of a recent project (within the last 10 years) involving the Conservation of heritage building(s) individually or integrated into a new development. Identify the design and conservation team involved in the project.

### **2. Design Methodology and Overall Architectural Vision**

Describe design and Conservation methodology, overall architectural and development vision as it relates to the heritage value of the Moncton High School building.

### **3. Site and Existing Building**

a. Describe the proposed treatment of each of the following Character-defining Elements related to the site:

- The formal frontal orientation of the building to the corner of Church Street and Mountain Road, with the building's proximity tight to the sidewalk.
- The public entry courtyard design at the same corner.
- The building's overall linear form, wrapping around a large central courtyard, protected and enclosed by the structure's volume

b. Describe which components and/or elements of the Moncton High School Building proposed to be retained and which components, or portions thereof, demolished.

### **4. Treatment of Exterior Character-Defining Elements**

Describe proposed treatment of each of the following Character-defining Elements related to the exterior of the Moncton High School building for building components or portions thereof that are proposed to be retained:

- The picturesque qualities of the Collegiate Gothic Revival style
- The fenestration throughout
- The building's cladding of olive and red sandstone
- The carved red sandstone figurative cartouches above the auditorium entry and heraldic carvings above the main corner entry.
- The decorative stone treatment throughout the exterior, including the large carved Gothic quatrefoil patterns along Church Street, the monumental red sandstone stairs at the side parking lot façade, the carved red sandstone brackets below the window bay along Mountain Road, and the red-capped olive sandstone retaining walls.
- The cornerstone listing "Moncton High School A.D. 1934" and side names
- The ornamental cast iron cresting at the tower roof peak, exterior metalwork at the auditorium entry, including the grilles above the triple entry doors, and the cast iron window railings above.

### **5. Treatment of Interior Character-Defining Elements**

Describe proposed treatment of each of the following Character-defining elements related to the interior of the Moncton High School building for building components or portions thereof that are proposed to be retained:

- The 1200-seat Auditorium
- The Auditorium lobby
- Main entry hall along Church Street
- Relatively unaltered and well-maintained interior spaces
- The winding staircases throughout

#### **6. New Construction and Additions**

Describe the relationship between new construction and/or additions and components of the Moncton High School building, or portions thereof, being proposed for retention.

#### **7. New Construction and Additions**

Provide sufficient schematic drawings, plans, elevations, cross-sections, other details and/or models, at appropriate scales, to adequately convey and illustrate the site design and overall development, including existing building and new construction.

As a minimum, provide:

- Site plan illustrating site development within adjacent context at 1:500 scale minimum indicating location of buildings, vehicular and pedestrian access, surface treatment, and landscaped and vegetated areas.
- Site elevations at 1:400 scale minimum illustrating site development in relation to the Moncton High school building. As a minimum, provide elevations of Church Street and Mountain Road.
- Floor plans of the Moncton High school building, or portions being proposed for retention and additions at 1:200 scale minimum, showing occupancy types, and important vertical and horizontal circulation.
- All elevations of the Moncton High School building or portions being proposed for retention at 1:200 scale minimum, identifying façade components, finishes, fenestrations, additions, modifications and Conservation measures.

### **5.2.2 PLANNING COMPONENT**

#### **1. Land Use**

Provide and describe rationale and a proposed approach to address whether the development:

- a. conforms to the existing municipal plan, current heritage preservation by-law, and zoning in place,

or

- b. is dependent on a (i) municipal plan amendment, and/or (ii) rezoning, and/or (iii) variance and/or (iv) a Certificate of Appropriateness (or Conservation Permit).

#### **2. Site Design**

Provide and describe:

- a. how the proposed development will assist to enhance the community by complementing the existing neighborhood land uses
- b. how the proposed development incorporates an attractive streetscape that

favors an active transportation network (pleasant environment for walkers, cyclists and transit users)

- c. how the proposed development incorporates environmental conservation elements into the site and building design

Provide and describe detailed development plans to:

- d. to manage the wastewater discharge from the site
- e. to address a storm water management system
- f. to address whether the municipal domestic water servicing to the site will accommodate the proposed development
- g. to address whether the other existing public utility infrastructure (hydro, gas, wireless, etc.) is adequate to accommodate the proposed development

### **3. Community Use**

From the date of taking ownership of the property provide and describe:

- a. describe the steps that will be taken to secure the property and building
- b. describe what fire protection and other emergency services measures will be taken
- c. provide a plan and describe the procedures to mitigate the safety impacts from the adjacent railway
- d. provide a plan to integrate green space for community use into the project
- e. describe and provide a plan that integrates community use into the development
- f. describe how the proposed development integrates with or enhances the neighborhood vehicle traffic patterns and street network
- g. describe how the proposed development integrates with or enhances a pedestrian barrier free and transit oriented network
- h. illustrate what site access is needed to accommodate the proposed development

### **4. Communications**

Provide and describe a detailed plan on how they will communicate with all persons or groups which may have an interest in or be impacted by the proposed development.

At minimum the plan must outline communication and public relation strategies for the following key milestones events:

- the date of taking ownership of the property,
- the development stages of the Project,
- the operational life-span of the Project.

### **5. Drawings/Diagrams Required: Planning Component**

As a minimum, provide:

- Renderings to illustrate overall land use
- Renderings to illustrate architectural concepts
- Renderings to illustrate streetscape concepts
- Site plan
- Elevation drawings

#### **5.2.3 TECHNICAL COMPONENT**

##### **1. Management Plan**

- a. Describe and provide the Proponent's management plan for the Project showing:
  - The design and construction methodology, overall architectural vision and general approach;
  - An organization chart, including the full design team, masonry specialist, construction team;
  - Key personnel. Attach résumés and information on their experience on projects of a similar size and nature;
- b. Proponent's shall provide three (3) recent projects which are of similar size showing:
  - Client name and address,
  - Project commencement and completion dates,
  - Approximate total contract value,
  - Summary of the project components, and services provided,
  - Name of project manager, and lead construction manager,
  - General Contractor and Sub-Contractors.

## **2. Building Condition Assessment**

The Proponent shall provide a brief summary of how they will renovate a historical building such as this. (The proponent should identify the factors they feel – in their opinion - should be considered in the assessment).

## **3. Schedule**

Provide a detailed proposed development plan specifying dates and durations for the various activities and milestones in a format such as a GANTT chart. This development plan shall be prepared in accordance with good industry practice for a large complex project and shall be in sufficient detail so as to enable the Province to monitor the progress of the work. The development plan should specifically address:

- Sequencing details for all phases from planning to construction for the entire site development, identifying major milestone events;
- List any assumptions made in the development of this schedule, including the complete sequence of construction activities.

## **4. Design Submission, including the Drawings/Diagrams Required for the Technical Component**

- a. Architectural: The Proponent must provide conceptual drawings showing:
  - Site plans indicating property dimensions, location of building(s), vehicular and pedestrian access/flow/egress, exterior gathering areas, site contours (existing and proposed) and landscape development;
  - Floor plans of any proposed renovated area demonstrating new layout of spaces;
  - Building elevations recommended at 1:200 scale identifying all building façade components/finishes, fenestrations and partial existing building demolition plans (if any);
- b. All other disciplines: The Proponent must provide a design brief detailing proposed electrical and mechanical upgrades and all other disciplines including but not limited to site service plan, heating and ventilation plans, lighting, plumbing, and upgrades to electrical service entrance.

### **5.2.4 FINANCIAL COMPONENT**



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## 1. Economic Viability and Benefits of the Proposed Project

Provide and describe:

- a. The economic viability of the project through a detailed market analysis showing that the market could absorb the proposed components of the project, including;
  - Number of residential units (rental vs. homeownership), and a time line if built in phases, including absorption rates, rental rates, expected rental revenues, etc.
  - Square footage of commercial, retail and office space, and a time line if built in phases, including absorption rates, rental rates, expected rental revenues, etc.
  - Market demand for any other component of the proposed project
- b. The benefits of the project by outlining the financial benefits to both the Province of New Brunswick and the City of Moncton, including;
  - Proposed purchase price for the property (using the price form in Appendix C)
  - Estimated total cost of redeveloping the entire property, showing separately: architectural, electrical, mechanical, and site development
  - Estimated assessment value of project once completed, with breakdown of square footage by type of use and estimated assessment value for each (e.g. residential, commercial, retail, office, community space, etc.)
  - Realized property taxes, consumer spending in the downtown core, and other spin off benefits
- c. The Proponent must provide an economic impact analysis that demonstrates the viability and benefits to both the Province of New Brunswick and the City of Moncton, and clearly outlines:

### During Construction:

- Number of jobs created (% of NB workers)
- Estimated wages and salaries
- Other spin off benefits, such as consumer spending in the downtown core, etc.

### Once project is completed:

- Realized property taxes
- Number of permanent jobs created
- Estimated wages and salaries
- Other spin off benefits, such as consumer spending in the downtown core, etc.

Projected revenue generated to municipal and provincial Governments will be part of the total evaluation.

## 2. Financial Capability of the Proponent

The Proponent must demonstrate that it has sufficient financial resources and skills to carry out the Project, based on the criteria specified below. In particular, Members must demonstrate their capability to invest, in the opinion of DTI, sufficient equity into the

Project. DTI reserves the right to use other publicly available sources to verify the financial capacity of the Proponent, Members and/or Participants.

The Proponent must produce the following documentation for each Member and Participant:

- Audited annual financial statements for the past three (3) years, or unaudited statements if audited statements are not available, and copies of quarterly financial statements for each quarter since the most recent annual financial statements or equivalent financial information if quarterly statements are not available. Please ensure that financial statements are provided for the Member or Participant organization as named. Provision of parent company financial statements on behalf of a named subsidiary organization is acceptable on the basis that this is supported by a letter from the parent company which confirms that it will guarantee the contractual obligations of the subsidiary; and
- Confirmation that there is no material adverse change that is not disclosed in the information provided, signed by the entity's chief financial officer or controller or by a director, agent, or employee of the entity who is authorized to sign such confirmation.

The following documentation must also be provided for each Member and Participant:

- Annual reports, including management reports, if available, or comparable information if annual and management reports are not available which is certified as accurate at the discretion of DTI; and
- For entities debt-rated by a credit rating agency, a copy of the most recent credit rating report (including credit warnings produced since the publication of said report) from each agency that rates the entity's debt, or confirmation that no such ratings exist.

The assessment of the Proponent's financial capability will take into consideration the percentage of financial interest of Members. DTI requires that any subsequent changes to the percentage of financial interest have no negative impact on the Proponent's financial capacity, in the discretion of DTI.

### **3. Demonstrated Capabilities/Reference Projects**

The Proponent must describe three (3) projects that demonstrate its experience in arranging and structuring financing for projects that are comparable to the present Project. The three projects that are described must have been carried out by the Proponent or by one of its Members.

The following details (when applicable) are required for each project:

- Project name and location,
- Project description (including dates and type of facility), size and current status,
- Total cost,
- Commercial structure (contractual relations and cash flow),
- Financial structure,
- Types of financial instruments used,
- Financing terms and conditions, and

- Participating financial institutions

It is not necessary for the institution that was involved in financing the described projects to be part of the Proponent's team. The Proponent must be able to demonstrate its ability to arrange and structure financing for the described project.

In addition, the Proponent must provide a preliminary description (no longer than two (2) pages) of the proposed financial structure and sources of financing for carrying out the Project by identifying the initial proportions of shareholders' equity and borrowings (bank or bond borrowings). The Proponent does not need to demonstrate that financing for the Project is in place, but simply provide a preliminary general idea of the financing ability.

#### **4. Ability to Secure Financial Securities**

In order to demonstrate its financial soundness, the Proponent must provide evidence satisfactory to DTI of its ability to obtain:

- Performance bonds and labour and material payment bonds for the Proponent totaling at least \$10 million.

This evidence must take the form of a letter of confirmation from a:

- bonding company authorized to do business in New Brunswick, and
- another Canadian accredited financial institution

This requirement shall not be interpreted as the precise form or amount of the guarantees that may be required under the Agreement of Purchase and Sale or the Proponent financing.

DTI reserves the right to request additional information with respect to the Proponents financial capability as part of the RFP evaluation process.

#### **5. Financial and Additional Support Documentation**

- Provide full disclosure of any past or pending litigation arising from any services rendered in the past five (5) year period.
- Provide references from a financial institution, credit agency, insurance company, and / or bonding company demonstrating your firm's ability to finance the on-going construction costs and payroll burdens for a project of this size and scope.

**Note: The Technical Committee will be reviewing estimates and comparing these to the development plans and schedule, which the Proponent has set out in their Proposal.**

### **5.3 FURTHER INFORMATION**

#### **(a) Proposal Submission Checklist (APPENDIX D)**

Each Proposal should include the Proposal Submission Checklist provided as Appendix D.

#### **(b) References (APPENDIX E)**

Each Proposal must include references from a minimum of three (3) clients for whom the Proponent has provided similar services within the past ten (10) years.

## 6.0 PROPOSAL EVALUATION & ACCEPTANCE

The primary basis of evaluation of Proponent Proposals will be their written submission in response to this RFP. Therefore, it is of paramount importance that Proponents accurately and completely address all requirements of this RFP in their submission. Proposals by Proponents with incomplete responses or responses which do not comply with all of the requirements of this RFP, contain false information, or the contents of which do not permit a full analysis thereof, will not be considered by the evaluation committee. General statements or restatements of the conditions of the RFP will not be satisfactory to the evaluation committees.

DTI has established the following evaluation committees to perform evaluations of the proposals resulting from this RFP; Heritage, Planning, Technical, and Financial. The committees reserve the right to request additional information or clarification prior to contract award. These committees will focus on their particular area of expertise and will work independently from other committees. A recommendation of the Successful Proponent will be made to the Minister of Transportation and Infrastructure.

Representatives retained for this development project include those from the Department of Transportation & Infrastructure, the Department of Culture, Tourism & Healthy Living, the Department of Finance, the Department of Education and Early Childhood Development, as well as the City of Moncton. These representatives will evaluate all RFP submissions to determine the Total Score of each compliant Proposal received.

In addition to reviewing the RFP submissions, the evaluation process may include, at no cost to the Government of New Brunswick, a formal interview with one (1) or more of the individuals involved in Proponent's RFP submission to allow the evaluation committee(s) to verify the capability and resources of the Proponent.

DTI reserves the right to check references listed by Proponents in their response to the RFP and to check other industry sources for any additional information that DTI, in its sole discretion, deems relevant.

### 6.1 MANDATORY REQUIREMENTS

Proposals will be reviewed by DTI to determine if the Proposal complies with all of the mandatory requirements as set out in the previous Sections. Proposals that do not comply with all of the mandatory requirements will be disqualified.

### 6.2 EVALUATION CRITERIA SUMMARY & WEIGHTING

Proponent's Submission will be evaluated on the extent to which it meets or exceeds the requirements in this RFP and scored based on the following rated criteria. The weighting of these criteria should be used by Proponents as a guide when preparing their proposals.

#### Heritage Component Evaluation Criteria

**20%**

1. Demonstrated Capabilities & Reference Projects
2. Design Methodology and Overall Architectural Vision
3. Site and Existing Building

4. Treatment of Exterior Character-Defining Elements
5. Treatment of Interior Character-Defining Elements
6. New Construction & Additions
7. Drawings/Diagrams Required

**Planning Component Evaluation Criteria** **20%**

1. Land Use
2. Site Design
3. Community Use
4. Communications
5. Drawings/Diagrams Required

**Technical Component Evaluation Criteria** **20%**

1. Management Plan
2. Building Condition Assessment
3. Schedule
4. Design Submission and Drawings/Diagrams Required

**Financial Component Evaluation Criteria** **40%**

1. Economic Viability and Benefits of the Proposed Project
2. Financial Capability of the Proponent
3. Demonstrated Capabilities/Reference Projects
4. Ability to Secure Financial Guarantees
5. Financial and Additional Documentation

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**Total Score:** **100%**

**Note: The minimum score for each component criteria is 50%. A score less than 50% for any component will result in Proponent's Proposal being rejected.**

### 6.3 ACCEPTANCE

The Government of New Brunswick reserves the right, in its discretion, to accept or reject any Request for proposal, to waive any irregularity or informality in a Request for Proposal, and to negotiate with one or more of the respondents after the closing. Without limitation, GNB is not obligated to accept the highest priced, most qualified, or any Request for Proposal. By submitting a Request for Proposal each respondent assumes all costs and risks associated therewith, and thereby unconditionally and irrevocably releases any claim it may have against the Province or any of its trustees, officers, employees or agents, whether based in contract, tort, legitimate expectation or any other principle of law, trade, custom or practice.

### 6.4 SUBSTITUTIONS

Please note that should the selected Proponent need to replace any Representative that the selected Proponent named in its Proposal due to any cause prior to entering into the Agreement of Purchase and Sale, any individual proposed by Proponent to replace that individual must possess equivalent or greater qualifications and experience to the qualifications and experience of the individual being replaced, and if DTI, in its sole and

absolute discretion, is not satisfied that such condition has been met, DTI may disqualify the selected Proponent's Proposal.

## **7.0 GENERAL TERMS AND CONDITIONS**

By submitting a Proposal including a signed Declaration Form, Proponent is agreeing that it has read and understands the RFP, and agrees to comply with the terms and conditions contained in the RFP.

### **7.1 COMPLIANCE WITH LAWS OF NEW BRUNSWICK AND CANADA**

The Proponent assumes responsibility to ensure that it is in compliance with all laws and regulations concerning its eligibility to submit a Proposal and to perform work in New Brunswick and is aware that this RFP and the Agreement of Purchase and Sale will be governed by the laws of the Province of New Brunswick and the laws of Canada applicable therein, without reference to the conflict of laws provisions. The parties agree to attorn to the jurisdiction of the courts of the Province of New Brunswick for the conduct of any legal proceedings arising out of or relating to the RFP or Agreement of Purchase and Sale.

### **7.2 APPROVAL TO PUBLICIZE**

No media or news release, article, or other literature pertaining to this RFP (including any request to finalize the Agreement of Purchase and Sale) shall be issued without the prior written approval of DTI.

### **7.3 PROPOSAL PROPERTY OF DTI**

The Proposal and any accompanying documentation submitted by a Proponent shall become the property of the Province and shall not be returned.

### **7.4 DISCLOSURE AND CONFIDENTIALITY**

**7.4.1** Information obtained by DTI from the Proponent in connection with this RFP and/or the Services may be subject to disclosure under POPIA.

**7.4.2** All documentation and information obtained by the Proponent from DTI in connection with this RFP or the Agreement, either before or after the issuance of this RFP:

- (a) is the sole property of DTI and must be treated as confidential;
- (b) shall not be used for any purpose other than responding to this RFP or fulfilling any subsequent contract, if awarded;
- (c) must not be disclosed without the prior written authorization of DTI; and
- (d) shall be returned by Proponents to DTI immediately upon the request of DTI.

### **7.5 ACCURACY OF INFORMATION IN THE RFP**

DTI does not make any representation, warranty or guarantee as to the accuracy or completeness of any information contained in this RFP, issued by way of Addenda or made



available as Additional Information whether prepared by the Province or by third parties which may be made available to Proponents by or through the Province. Proponents shall take such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use or reliance by Proponents on any such information shall be at the Proponents' sole risk and without recourse against the Province.

## **7.6 DTI'S RESERVED RIGHTS**

In addition to any other express rights or any other rights, which may be implied in the circumstances, DTI reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
- (c) if Proponent has met all of the mandatory requirements set out in this RFP, request any other information missing from its Proposal prior to Closing;
- (d) adjust a Proponent's scoring or reject a Proponent's Proposal on the basis of:
  - (i) consideration of the financial analysis factors set out in this RFP;
  - (ii) non-compliance with the technical factors as set out in this RFP;
  - (iii) information provided by the Proponent's references;
  - (iv) information provided by the Proponent pursuant to DTI exercising its clarification rights under this RFP process;
  - (v) information provided with respect to the Proponent's past performance on previous contracts awarded by DTI or the Government of New Brunswick; or
  - (vi) other relevant information that arises during this RFP process;
- (e) waive formalities and accept Proposals which substantially comply with the requirements of this RFP. DTI shall, in its sole and absolute discretion, determine whether a Proposal is substantially compliant with the RFP;
- (f) verify with any Proponent or with a third party any information in a Proposal;
- (g) check references other than those provided by any Proponent;
- (h) conduct security checks or any other necessary background checks for the Proponent or its employees;
- (i) disqualify the Proponent who submits a Proposal containing misrepresentations or any other inaccurate or misleading information;

- (j) disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (k) make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- (m) cancel this RFP process at any stage;
- (n) accept any Proposal in whole or in part in its sole and absolute discretion;
- (o) discuss with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's Proposal;
- (p) reject any or all Proposals in its sole and absolute discretion; and
- (q) rescind any contract awarded to a Proponent in the event that DTI, in its sole and absolute discretion, determines that the Proponent has not complied with or adhered to its requirements and obligations under the RFP and the Agreement of Purchase and Sale.

DTI will not in any way be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from DTI and the Government of New Brunswick exercising any of its express rights under this RFP or exercising any rights that may be implied in the circumstances.

By submitting its Proposal, each Proponent authorizes the collection by DTI of the information set out above in the manner contemplated in those subparagraphs.

## **7.7 PROPONENT'S COSTS**

All costs and expenses incurred by a Proponent related to the preparation and/or presentation of its Proposal or relating to any discussions of the terms and conditions of the Agreement of Purchase and Sale shall be borne by the Proponent. PNB is not liable to pay such costs and expenses or to reimburse or to compensate a Proponent under any circumstances.

## **7.8 LIMITATIONS OF LIABILITY**

The Province of New Brunswick, including DTI and its officers, employees, appointees, agents, consultants and sub-contractors, and the successors and assigns of each, shall not be liable to any Proponent or Proponent's personnel for:

- (a) any and all claims, demands, expenses, actions, losses, costs, liabilities, damages, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused or arising from this RFP or in any way related to this RFP or the Proponent's Proposal, including but not limited to any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from DTI exercising any of its express rights under this RFP or exercising any rights that may be implied in the circumstances;

- (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, incurred by any person, entity or organization including the Proponent, howsoever caused or arising out of or in any way related to this RFP or the Proponent's Proposal; and
- (c) anything done or omitted to be done by the Proponent or the Proponent's personnel in order to respond to this RFP.

## **7.9 INDEMNIFICATION**

The Proponent shall indemnify and save harmless The Province of New Brunswick, DTI and its officers, employees, appointees, agents, consultants and sub-contractors, and the successors and assigns of each, from any and all losses, costs, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), liabilities (including, but not limited to, any and all liability for damages to property and injury to persons (including death)), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind or nature and related expenses (including, but not limited to, legal fees on a solicitor and solicitor's own client basis) which any of them may suffer or incur arising out of or relating to:

- (a) anything done or omitted to be done by the Proponent or the Proponent's personnel with respect to their obligations under this RFP and the Proposal or otherwise in connection with this RFP, including any breach by the Proponent of its obligations under this RFP or any breach by the Proponent of its representations, warranties and covenants set forth in the Proponent's Proposal; and
- (a) any alleged infringement or infringement of any patent, copyright, trade mark, trade secret or other intellectual or industrial property right or contractual right or obligation of any third party by reason of DTI's use or evaluation of the Proponent's Proposal or the purchase, use or possession of any of the goods or services described in it.

## **7.10 SECURITY**

Proponent acknowledges that if it becomes the Successful Proponent, its representatives may be required to undergo security checks upon the request of DTI. Successful Proponent is responsible for any and all costs related to obtaining security checks.

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## APPENDIX A ADDITIONAL INFORMATION

### **Attachments**

- Moncton High School - Legal Survey Plan
- Floor plans: Basement, Main Floor, Upper Floor, Attic
- Statement of Significance
- Map
- Moncton High Fact Sheet
- Asbestos Assessment Reports - These Asbestos Reports indicate results of sampled locations. (This should not be construed as all sources of asbestos containing materials and that other sources are possible.)
- Roof Data and Inspection Report
- Roof Plan and Details
- Sample Lease Agreement

Note that the Roof Inspection Report does not include roof repairs/replacements since the inspections which vary in dates. Since these reports, the South side of Roof 26 has been replaced. Roof drawing attached.

### **Web Links**

District 2 website (<http://web1.nbed.nb.ca/sites/ASD-E/MHS-Transition/>) hosts many reports and other information that may assist Proponent's in developing their Proposal. The following are a few of the documents available.

#### **Moncton High School Master Plan:**

The District Education Council for School District 2 in September of 2007 requested a "new and complete master plan for major upgrades, renovations and/or replacement of Moncton High so the students can thrive in a modern, state of the art, environmentally healthy school facility". The District committed to posting the report online.

<http://web1.nbed.nb.ca/sites/ASD-E/MHS-Transition/Pages/Master-Plan.aspx> or,

[www.district2.nbed.nb.ca/documents/MHS-Master-Plan/MHS-Master-Plan-Report-Nov24-Part-1.pdf](http://www.district2.nbed.nb.ca/documents/MHS-Master-Plan/MHS-Master-Plan-Report-Nov24-Part-1.pdf)

[www.district2.nbed.nb.ca/documents/MHS-Master-Plan/MHS-Master-Plan-Report-Nov24-Part-2.pdf](http://www.district2.nbed.nb.ca/documents/MHS-Master-Plan/MHS-Master-Plan-Report-Nov24-Part-2.pdf)

[www.district2.nbed.nb.ca/documents/MHS-Master-Plan/MHS-Master-Plan-Report-Nov24-Part-3.pdf](http://www.district2.nbed.nb.ca/documents/MHS-Master-Plan/MHS-Master-Plan-Report-Nov24-Part-3.pdf)

[www.district2.nbed.nb.ca/documents/MHS-Master-Plan/MHS-Report-Structural-Investigation.pdf](http://www.district2.nbed.nb.ca/documents/MHS-Master-Plan/MHS-Report-Structural-Investigation.pdf)

Airborne Mould Investigation:

[www.district2.nbed.nb.ca/documents/news/mhs-mould-testing.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-mould-testing.pdf)

[www.district2.nbed.nb.ca/documents/news/mhs-mould-report.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-mould-report.pdf)

Exterior Masonry Report:

[www.district2.nbed.nb.ca/documents/news/mhs-exterior-masonry-001.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-exterior-masonry-001.pdf)

[www.district2.nbed.nb.ca/documents/news/mhs-exterior-masonry-002.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-exterior-masonry-002.pdf)

Indoor Air Quality Inspection and Investigation Report:

[www.district2.nbed.nb.ca/documents/news/mhs-air-quality-report.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-air-quality-report.pdf)

[www.district2.nbed.nb.ca/documents/news/mhs-air-quality-graph1.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-air-quality-graph1.pdf)

[www.district2.nbed.nb.ca/documents/news/mhs-air-quality-graph2.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-air-quality-graph2.pdf)

Structural Assessment of the Auditorium and Tower:

[www.district2.nbed.nb.ca/documents/news/mhs-structural-assessment.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-structural-assessment.pdf)

Structural Investigation - Exterior Walls:

[www.district2.nbed.nb.ca/documents/news/mhs-structural-investigation-exterior-walls.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-structural-investigation-exterior-walls.pdf)

Community Consultation for the Future of Moncton High School - November 2010 Report:

[www.district2.nbed.nb.ca/documents/news/mhs-consultation-report.pdf](http://www.district2.nbed.nb.ca/documents/news/mhs-consultation-report.pdf)

**Attached CAD Drawings:**

- Moncton High School (as-found-2008).dxf
- Moncton High School (as-found-2008).dws
- Moncton High School (as-found-2008).dwg

**Utility Consumption:**

Note: Moncton High School currently has two electrical service entrances. The primary service entrance is a 1200 amp service. A second service entrance was installed with a temporary permit from the Department of Public Safety in the summer of 2011. The second entrance currently services forty-eight (48) ductwork heating coils located in the classrooms, administration and library and services all the heat trace cabling in the eavestroughing system. All other building elements are fed from the original/permanent service entrance. Proponents shall factor this into their respective redevelopment plans.

**Electricity Consumption:**

Month	June 2013	May 2013	Apr 2013	Mar 2013	Feb 2013	Jan 2013	Dec 2012	Nov 2012	Oct 2012	Sep 2012	Aug 2012	Jul 2012
Demand (kW)	213.8	220.0	208.3	226.9	237.3	227.4	225.4	226.9	215.7	212.5	91	172.8
Usage (kW•h)	63680	62400	69440	63360	67200	64000	74720	70400	64800	45760	31520	45280

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**Natural Gas Consumption:**

Month	June 2013	May 2013	Apr 2013	Mar 2013	Feb 2013	Jan 2013	Dec 2012	Nov 2012	Oct 2012	Sep 2012	Aug 2012	Jul 2012
Usage (GJ)	1.37	141.78	670.18	882.93	1899.17	610.24	1518.99	1008.28	263.27	0	0	0

Note: kW = kilowatt; kW•h = kilowatt-hour; GJ = gigajoules



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## APPENDIX B DECLARATION FORM

A copy of this form is to be included with Proponent's RFP Submission.

Proponent Name: \_\_\_\_\_

Name of Proponent Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

I, the undersigned, hereby declare on my own behalf and on the behalf of the Proponent that:

- a. It has the power and authority to bind the Proponent for the purpose of the request for Proposal (the "RFP") in respect of the Repurposing of the Moncton High School Property dated 11 September 2013 issued by DTI and acknowledges that all terms not otherwise defined herein shall have the meaning given to the in the RFP;
- b. The Proponent agrees to comply and be bound by the requirements, terms and conditions contained in the RFP;
- c. The information submitted in the RFP and other related information is accurate;
- d. The information required by the RFP has been substantially provided;
- e. The Proponent agrees that the information submitted may be clarified, verified, and investigated and that pertinent information may be obtained and hereby consent to such clarification, verification and investigation;
- f. The Proponent agrees that the DTI are not obliged, in any way whatsoever, to carry out further clarifications, verifications or investigations of any RFP;
- g. The Proponent understands that any omission or failure to substantially comply with a requirement included in the RFP may result in the RFP being disqualified;
- h. The Proponent understands that the RFP is not an offer to enter into a contract of any kind whatsoever and is not intended to create a bidding contract; and
- i. The Proponent understands that the RFP does not constitute any offer of work by the Government of New Brunswick.

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This Declaration Form has not been modified in any manner except to include the Proponent's requested information.

In witness whereof, the authorized Proponent's representative has executed the Declaration Form as of the date indicated below:

Signature of Proponent's representative: \_\_\_\_\_

Printed name of Proponent's representative: \_\_\_\_\_

Title of Proponent's representative: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013

## APPENDIX C PRICE FORM

Note: This Price Form must be signed by the Proponent and each of its Members and Participants. The purchase/bid amount must be stated in both numerical and written form.

Using a discount rate of 4% for a 20 year period between January 1, 2015 to December 31, 20135 [check dates], provide the net present value of the following:

**Purchase Price:**

Numerical: \$ \_\_\_\_\_ plus HST

Written: \_\_\_\_\_/100 Dollars plus HST

**Realized Provincial Property Taxes *during* Construction:**

Numerical: \$ \_\_\_\_\_ plus HST

Written: \_\_\_\_\_/100 Dollars plus HST

**Realized Municipal Property Taxes *during* Construction:**

Numerical: \$ \_\_\_\_\_ plus HST

Written: \_\_\_\_\_/100 Dollars plus HST

**Realized Provincial Property Taxes *after* Construction:**

Numerical: \$ \_\_\_\_\_ plus HST

Written: \_\_\_\_\_/100 Dollars plus HST

**Realized Municipal Property Taxes *after* Construction:**

Numerical: \$ \_\_\_\_\_ plus HST

Written: \_\_\_\_\_/100 Dollars plus HST

**NB Provincial Income Taxes on wages *during* Construction:**

Numerical: \$ \_\_\_\_\_ plus HST

Written: \_\_\_\_\_/100 Dollars plus HST

Proponent: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Authorized signatory: \_\_\_\_\_

Name and Title (please print or type): \_\_\_\_\_

Add signatures of Members and Participants below:

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## APPENDIX D

### PROPOSAL SUBMISSION CHECKLIST

#### PROPOSERS PLEASE NOTE:

1. The Proposal must comply with all of the mandatory forms.
2. The Proponent is to check off the "Yes" column beside each mandatory requirement to indicate compliance, and identify in the "Tab" column the location of the information/documentation in the Proponent's Proposal.

<b>MANDATORY FORMS REQUIRED TO BE INCLUDED IN SUBMISSION:</b> (Include them in the Proposal package, mark "Yes" and indicate the tab location)	<b>Yes</b>	<b>Tab</b>
Declaration Form (Appendix B) including conflict of interest declaration		
Price Form (Appendix C)		
Team Summary/Organizational Structure (5.1.3)		
Bid Security Deposit		
Technical and Financial Submission (5.2)		
References Form (Appendix E)		

**NOTE:** There may be mandatory requirements in this RFP other than those set out above. Proponents must ensure that they have addressed all of the mandatory items in their respective Proposals.

## APPENDIX E REFERENCES FORM

Each Proponent should provide a minimum of three (3) references for projects specific to the scope of work for whom they have provided similar services within the past ten (10) years.

- 1) Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date work undertaken: \_\_\_\_\_  
Nature of the Assignment: \_\_\_\_\_  
\_\_\_\_\_
- 2) Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date work undertaken: \_\_\_\_\_  
Nature of the Assignment: \_\_\_\_\_  
\_\_\_\_\_
- 3) Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date work undertaken: \_\_\_\_\_  
Nature of the Assignment: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

